COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT

PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.org

Date: March 15, 2023

REQUEST FOR PROPOSALS:	Qualified firms are requested to submit proposals, subject to conditions and instructions as specified, for the furnishing of:
RFP No. 23-0021	RECYCLING FACILITY OPERATIONS AND MANAGEMENT SERVICES (ANNUAL CONTRACT)
GENERAL SCOPE	The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals to provide recycling processing equipment, provide operations and maintenance of the equipment and the facility, market the processing capacity of the facility, market processed recyclable materials, and assist the City with public education services.
	Option A is for the Offeror to provide personnel to operate the facility and Option B is for the City to provide personnel to operate the facility. Offerors may submit proposals for either or both options.
SITE VISIT/ WALK-THRU	A <u>Non-Mandatory</u> Site Visit/Walk-Thru is scheduled for 9:00 AM on Wednesday, March 29, 2023, at the Recycling Center, which is located at 8001 Pine Grove Way in Columbus, Georgia.
	Attendees are encouraged to wear face masks and observe social distancing. Refer to page 8 for additional information.
DUE DATE	APRIL 14, 2023 - 5:00 PM (EASTERN)
SUBMISSION REQUIREMENTS	See Appendix A for information and instructions on how to register and submit a proposal through DemandStar.
ADDENDA	The Purchasing Division will post addenda (if any) for this project at https://www.columbusga.gov/finance-2/bid-opportunities . It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a response.
NO SUBMITTAL	If you are not interested in this solicitation, complete and return page 3.

Andrea J. McCorvey, Purchasing Manager



IMPORTANT INFORMATION E-Notification

The City uses the Georgia Procurement Registry enotification system. You must register with the Team Georgia Marketplace to receive future procurement notifications at http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000 Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF "NO PROPOSAL SUBMISSION"

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email: <u>BidOpportunities@ColumbusGa.org</u>

Attn: Della Lewis, CPPB, GCPA Columbus Consolidated Government Purchasing Division P. O. Box 1340

We, the undersigned decline to submit a proposal for <u>RFP No. 23-0021</u> for <u>Recycling Facility</u> <u>Operations and Management Services (Annual Contract)</u> for the following reason(s):

Specifications are too "tight", i.e., geared toThere is insufficient time to respondWe do not offer this product and/or serviceWe are unable to meet specificationsWe are unable to meet bond requirementsSpecifications are unclear (explain below)We are unable to meet insurance requiremeOther (specify below)	
Comments:	
	COMPANY NAME:
Ą	REPRESENTATIVE:
Γ	DATE:
Т	TELEPHONE:
E	EMAIL:

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL UNTIL AFTER AWARD.

3-110. Competitive Sealed Proposals (Negotiations)

(1) Conditions for Use

When the Purchasing Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services, specialized equipment or supplies.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000.00, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by <u>article 3-104</u>, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

The public will be given adequate notice of the request for proposals, provided that, adequate notice shall mean at least fifteen (15) business days before the due date, which is stated in the request. The City reserves the right to seek request for proposals in a shorter period, if necessary, as determined by the Purchasing Manager.

Notice shall be published in a reasonable time before due date, contain a description of the procurement in general terms, as well as, the place and due date for proposals, and appear in a newspaper(s) of general circulation, specifically the City's legal organ. In addition to publication in newspapers, notice shall also be made by electronic means, including posting on the internet and on the City's government access television channel.

Public works construction projects shall be advertised in accordance with Georgia State Law.

The City reserves the right to mail or e-mail invitations directly to vendors under the following circumstances:

- Solicitations for specialized equipment/supplies.
- Solicitations for specialized services.
- Re-bid of solicitations where normal advertising procedures netted no responses.
- Whenever deemed necessary by the purchasing manager.

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors

The request for proposals shall identify the relative importance of cost (when applicable) and other evaluation criteria.

E. Evaluation Process

An odd number of voting members of a Selection or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the request for proposals. Each voting committee member shall grade each submitted proposal based upon the evaluation criteria.

F. <u>Discussion with Responsible Offerors and Revisions to Proposals</u>

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

G. Award

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, it may direct that further negotiations may take place with the recommended offeror, or that negotiations begin with the next most qualified offeror. Council may also exercise the option to reject all offers and instruct the Purchasing Manager to begin the procurement process again. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Unsuccessful offerors will be afforded the opportunity to make an appointment with the Purchasing Division for a debriefing. After the award, the contract file and the unsuccessful proposals will become subject to disclosure under the Georgia Open Records Act.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY ABOUT THE SOLICITATION. **OTHER CONCERNS OUESTIONS.** CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

QUESTION/CLARIFICATION FORM

Date:						
То:		Buyer Specialist portunities@Columbus05-3033	GA.org or			
Re:	RFP No. 23-0	0021 – Recycling Facilit	y Operations and Ma	anagement Service	s (Annual (Contract)
Quest	ions and reques	ts for clarification must	be submitted at least f	five (5) business day	ys <u>before</u> the	e due date:
	From:					
		Company Name		Website		
		Representative		Email Address		
		Complete Address		City	State	Zip
		Telephone Number		Fax Number		

ATTENDANCE CONFIRMATION FORM WALK-THRU/SITE VISIT

Date:		<u> </u>
То:	Della A. Lewis, CPPB, GCPA Email: <u>BidOpportunities@ColumbusGA.org</u> Fax Number: (706) 225-3033	
Re:	Recycling Facility Operations & Managemer 0021	nt Services (Annual Contract) – RFP No. 23-
at the	n-Mandatory Site Visit/Walk-Thru is scheduled e Recycling Center, which is located at 800 dees are encouraged to wear face masks a	1 Pine Grove Way in Columbus, Georgia.
Della visits. inquir	ourpose of the site visits is to allow contractors Lewis, via the email or fax number listed above If you have questions or requests for clarificates es in the manner prescribed on pages 7 and attendance sheets at the Site Visit/Walk-Thru.	e, to confirm attendance at the mandatory site ation resulting from the Site Visit, submit said
Comp	plete and return this form to confirm attendance	∋:
	Company Name	# of Attendees
	Contact Person	Email Address
	Mailing Address City	State Zip
	Telephone Number	Fax Number

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

Recycling Facility Operations and Management Services (Annual Contract) RFP No. 23-0021

The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals to provide recycling processing equipment, provide operations and maintenance of the equipment and the facility, market the processing capacity of the facility, market processed recyclable materials, and assist the City with public education services.

Option A is for the Offeror to provide personnel to operate the facility and Option B is for the City to provide personnel to operate the facility. Offerors may submit proposals for either or both options.

A. PROPOSAL SUBMITTAL DATE:

PROPOSALS ARE DUE: <u>APRIL 14, 2023, NO LATER THAN 5:00 PM (EASTERN)</u>. Submit one electronic response via DemandStar.

After award of the contract by Columbus Council, awarded vendor will be notified to provide one identical hard copy of submitted proposal with original signatures. The awarded vendor will receive a digital copy of the executed contract.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. **SUBCONTRACTING:**

Should the offeror intend to subcontract all or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. Questions and Requests for Clarification will be received until five business days prior to the proposal due date.

E. <u>PUBLIC INFORMATION:</u>

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law.

If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be

used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

M. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

N. <u>DRUG-FREE WORKPLACE:</u>

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

O. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. The procurement ordinance is codified on Section 2-3.03 of the Columbus Code and can be accessed through the City's web-site at https://library.municode.com/ga/columbus/codes/code_of_ordinances.

Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

S. <u>TERMINATION OF CONTRACT:</u>

1. **Default**: If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **thirty** (30) **days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate

by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- **2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least 180 days after date of receipt.

U. <u>CONTRACT AWARD</u>:

Award of this contract will be made in the best interest of the City.

V. <u>REQUEST FOR EVALUATION RESULTS</u>:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

Z. PAYMENT TERMS:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

AA. RIGHT TO PROTEST:

- (1) <u>Right of Protest.</u> Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) <u>Stay of Procurement During Protests.</u> If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

GENERAL SPECIFICATIONS

Recycling Facility Operations and Management Services (Annual Contract) RFP No. 23-0021

I. GENERAL SCOPE

The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals to provide recycling processing equipment, provide operations and maintenance of the equipment and the facility, market the processing capacity of the facility, market processed recyclable materials, and assist the City with public education services.

Option A is for the Offeror to provide personnel to operate the facility and Option B is for the City to provide personnel to operate the facility. Offerors may submit proposals for either or both options.

Technical Specifications, including minimum qualifications, begin on page 21.

II. TERM OF CONTRACT

A. The initial term of the contract will be for five years, with the option to renew for five additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract period. **This notice will not be deemed to commit the City to a contract renewal.**

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

B. Termination for Convenience:

For the protection of both parties, either party giving **180** days prior notice, in writing, to the other party, may cancel this contract.

III. PRICE ADJUSTMENT CLAUSE

Contract pricing shall remain fixed for the initial two-year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e., documentation from manufacturers illustrating the necessity to implement price increases). **Request for price increases**, **without documentation**, **shall not be considered**. Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make

adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

IV. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

V. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist**. **The limits shown are minimum limits**. **Vendor shall indicate the actual limit they will provide for each insurance requirement**. **The bidder shall complete the Insurance Checklist and include with bid response**. **Certificate of Insurance is acceptable**. The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10 business days after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, as well as list the applicable project or annual contract name, and/or solicitation name and number. The Certificate of Insurance will be included with the contract documents prior to signing.

VI. E-VERIFY AFFIDAVIT

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant:
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and,
- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf. A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

VII. PROPOSAL PREPARATION AND SUBMISSION

See Appendix A for information and instructions on how to register and submit proposals through DemandStar.

Firms should submit proposals that address each of the sections specified below. With the exception of the E-Verify Affidavit (Form 1), the form titled "Communication Concerning This Solicitation" (Form 2), and the proposed cost, fees, rates, revenue, etc., the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive, and the proposal will not receive further consideration.

Section 1: Transmittal Letter

The transmittal letter shall:

- A. Introduce the business; describe the ownership; include complete address, phone, and fax numbers (if applicable), and include the name and email address(es) of contact person(s) during this proposal process.
- B. Identify the option(s) for which you are submitting a proposal.
- C. List the complete address, telephone number and fax number for the corporate office as well as for the office/branch that will administer the contract.
- D. Include a statement to the effect that the proposal is binding for at least 180 days from the proposal date. An authorized agent of the business must sign the transmittal letter.

Section 2: E-Verify Affidavit (Form 1)

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; **failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.** Additional information regarding the State's E-Verify requirements can be found at: https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf.

Section 3: Communication Concerning This Solicitation (Form 2)

Complete the form titled Communication Concerning This Solicitation.

Section 4: Addenda Acknowledgement (Form 3)

Use **Form 3** to acknowledge receipt for all addenda (if any). Addenda will be posted at: https://www.columbusga.gov/finance-2/bid-opportunities. It is the vendors' responsibility to periodically visit the web page for addenda before the due date and before submitting a proposal.

Section 5: Federal Compliance

Complete the form titled *Federal Compliance* (*Form 4*)

Section 6: Exceptions to RFP

A. List <u>ANY AND ALL</u> exceptions to the RFP specifications in this section of proposal submission. Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award. Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or

cannot be clarified to the Committee's satisfaction. Vendors shall be notified in writing if exceptions are not acceptable. PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.

- B. <u>VENDOR AGREEMENT/CONTRACT FORM</u>: Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.
- C. If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions.

Section 7: Qualifications and Experience

Identify the option(s) for which you are submitting a proposal. Submit qualifications that demonstrate your company's ability to perform the requirements of this RFP. At a minimum, the Contractor's submittal shall include the following:

- A. If awarded, provide the point of contact for the subsequent contract, including name, title, address, telephone number and email address.
- B. Organizational chart showing the Project Manager, Project Superintendent, Project Engineer, Safety Engineer, QA/QC Manager and other key personnel and workers.
- C. Provide project expertise and experience for each key team member, including project name, date, type and size, project references, description of work duties and safety record. List of personnel and resumes of same who will perform the administration of the contract, their title and years of experience.
 - For the project manager, project superintendent, operations manager, safety engineer and QA/QC manager, address the minimum requirements listed in the Technical Specifications.
- D. Satisfactory evidence that the Contractor has been in existence as a business in excess of five years, and has actual operating experience in recyclable equipment, operations, maintenance, processing and material marketing for in excess of five years.
- E. Proof that the Contractor has the necessary resources in Georgia to accomplish the services, including market knowledge and marketing contacts.
- F. Provide the commodity markets to which your company has access. If your company owns end markets, list each and all their facilities and functions.
- G. Proof that the Contractor has or can obtain the necessary insurance, bonds, permits and licenses to perform the work under this Contract.
- H. An established Safety Program with an included safety record form.
- I. Contractor's Workman's Compensation Rating (EMR-Experience Modification Rate) must not exceed an average of 1.0 over the last three years.
- J. Proof that the Contractor's OSHA Incidence Rate does not exceed the Industry Standard published by the US Department of Labor (2002) (i.e.- Recordable Incidences Rates of 6.2 and Loss Time Incidence Rates of 2.4 per OSHA definition and calculation) for the last three years.
 - Address the safety/OSHA minimum requirements in the Technical Proposal.
- K. Contractor must demonstrate that they have secured end-user contracts and/or own their recycling mills.

Section 8: Understanding and Approach

Briefly summarize the Contractor's understanding and approach to the project.

- A. Provide a summary of Contractor's ability to perform the services described in the RFP.
- B. Confirm that the Contractor is willing to perform those services and enter into a contract with Columbus Consolidated Government.

Section 9: Client Work History

Provide a list of contracts and projects, *with similar sized municipalities*, *to whom your company has provided similar services* with comparatively sized recycling equipment, operations and maintenance and recyclable processing and marketing services for recyclable materials. For each contract/project, include the following:

- A. Entity name, contact person, mailing address, telephone number, email address.
- B. Project/contract location and population of people served.
- C. Amount and type of equipment provided, and material processed.
- D. Contract amount and description of the services provided.

Section 10: Financial Status

The Contractor shall submit evidence, satisfactory to the Columbus Consolidated Government, that the Contractor possesses the managerial and financial capacities to meet the requirements of the Contract. The submittal for financial status shall include at a minimum the following:

- A. Description of overall corporate structure, including a copy of the latest available (last two years) financial statement of the Contractor (or its parent corporation if an individual subsidiary or division statement is not available) certified by a Certified Public Accountant.
- B. Certification from an insurance company with an Agent that is licensed to do business in Georgia that the Contractor is able to obtain and maintain all the insurance coverage required under the Contract and under state regulations.
- C. Certification that neither the Contractor nor any predecessor company is under or has ever been under any part of the Bankruptcy Act since 1985 or explain if they have been.
- D. List of previous contracts with county, parochial, or municipal governments, for which the Contractor failed to perform or defaulted in the past 20 years.
- E. The Contractor may submit any additional information, which may further describe their qualifications, technical capabilities and financial status.

Section 11: Performance and Payment Bond

Provide satisfactory proof (i.e., letter from surety company, etc.) that the Contractor will be able to furnish and maintain a performance bond and payment bond in the amount of \$1,000,000.00 at the time of contract execution.

Section 12: Business Plan

Provide a comprehensive Business Plan that includes a project approach which describes in detail how the Contractor will implement the various technical elements of the recyclable equipment, operations and maintenance, processing and marketing services that are covered under this Contract. The project approach should contain the means and methods for accomplishing the basic services defined in this RFP and demonstrate an understanding of the local needs and provide an effective and efficient method of service.

At a minimum the project approach shall include the following:

- A. Transition Plan that includes the number of days or weeks required to be fully operational, if awarded the contract. Include the contact information for the transition team. The incumbent contractor shall address incumbent owned equipment, in the event the incumbent is not awarded the contract.
- B. Operations Plan as defined in the Technical Specifications.
- C. Contingency Plan as defined in the Technical Specifications.
- D. Marketing Plan for Recyclables Processing as defined in the Technical Specifications.
- E. Marketing Plan for Processed Recyclables as defined in the Technical Specifications.
- F. Schedule for project planning, mobilization and startup, including equipment procurement, obtaining support facilities and offices and other major items needed to satisfy the requirements of the contract.
- G. Describe in detail the procedures and strategy proposed to accomplish the basic services.
- H. Demonstrate an understanding of local needs and conditions.

Section 13: Cost Proposal

Use **Form 5** to provide a cost proposal for costs of equipment and processing and revenues for selling the materials to end markets. The cost proposal shall keep costs and revenue separate for determination of the most advantageous proposal to the CCG.

A. Recyclable Processing Costs

The Contractor shall provide a cost for the processing of the material including but not limited to the handling, sorting, baling, storage, and transportation of the materials to the end markets. This cost shall be provided to process the average annual recyclable materials defined in **Technical Specifications** of this RFP and the additional material anticipated as the CCG implements a single stream collection scheme. The Contractor will be responsible for utility bills, damages to the building and daily cleaning and maintenance activities of the facility. Public education expenses shall also be included in this cost item along with administration costs including insurance and performance bonds.

B. Revenues

The Contractor shall provide revenue to the CCG for the materials sold to end use markets. This revenue should be calculated by a tipping fee/processing fee, rebate on commodity value, and a host fee on a per ton basis of all material received at the Recycling Center. Contractors will also lease the site from CCG and submit a property lease agreement. Contractors should propose the amount for each of the three items listed above.

Section 14: Contract Signature Page

Complete **Form 6**. City officials will sign the copies after Columbus Council approves the contract award with the successful firm (*see note below*). Per the General Provisions, Page 12, Item X, the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendor(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

Please note: After award of the contract by Columbus Council, awarded vendor will be notified to provide one identical hard copy of submitted proposal with original signatures. The awarded vendor will receive a digital copy of the executed contract.

Section 15: Proof of Insurance

Provide Insurance Checklist (Form 7) or Certificate of Insurance.

Section 16: Form W-9, Request for Taxpayer Identification Number and Certification

Complete and return **Page 1** of the Form W-9, which is available at https://www.irs.gov/pub/irs-pdf/fw9.pdf

Section 17: Business License (Occupation License)

Provide a current <u>copy</u> of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

VIII. EVALUATION OF PROPOSALS

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria	Weight
A. Qualifications & Experience	25%
B. Client Work History	25%
B. Financial Strength	10%
C. Business Plan	25%
D. Cost (subject to negotiations)	15%

Each of the above criteria (A - E) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

Description	Value
Poor = Is not qualified.	20 Points
Marginal = Is minimally qualified but one or more area is lacking in some essential aspect.	40 Points
Adequate = Is qualified and is generally capable of achieving the objectives of this RFP.	60 Points
Good = Is more than qualified and exceeds in some areas.	80 Points
Excellent = Is fully qualified and exceeds in several or more areas.	100 Points

After the review and rating of proposal (s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

TECHNICAL SPECIFICATIONS

Recycling Facility Operations and Management Services (Annual Contract) RFP No. 23-0021

Option A

I. INTRODUCTION

The Columbus Consolidated Government (CCG), the Owner, currently operates a regional recycling facility located at 8001 Pine Grove Way, Columbus, Georgia, 31907. The facility currently accepts single stream material collected curbside from the residences of Columbus, to include all materials received at various Drop Off Centers stationed through the community. The material that is collected and sorted is mixed paper, cardboard, plastics (#1-#7), aluminum, and steel cans. The center processed 4892 tons that were collected curbside from the citizens of Columbus in Fiscal Year 2022 (July 1, 2021 – June 30, 2022). This material is collected by city trucks from approximately 17,000 residences. Recycling is voluntary and only offered for citizens who pay a garbage fee. According to CCG's workorder system we get and deliver an average of 3,000 recycling cart request a year. The center also accepts single stream and source separated material from surrounding communities. The center processed 2616 tons of single stream material from surrounding communities and 671 tons of source separated material.

The Single Stream Recycling material is collected by CCG employees on the same day as the Household Garbage. Collection crews work Monday, Tuesday, Thursday, and Friday.

The recycling facility was opened in 2012 and is approximately 54,000 square feet with a concrete floor. The office and Sustainability Center component of the building is comprised of approximately 10,000 square feet of heated and cooled space. The Sustainability Center includes a mezzanine for elevated observation of the Process Building interior, educational displays, classroom, one meeting area, four offices and two restrooms. The center hosts field trips and tour groups throughout the year promoting both the benefits of recycling and proper recycling techniques. The facility is a LEED certified building that has solar panels, a green roof area for vegetation and rainwater reclamation. The city currently has a public private partnership with Pratt Industries where we process the material and Pratt takes it to market.

Columbus Consolidated Government Operates Pine Grove Landfill which is the only Subtitle D facility in Columbus. This facility sits directly adjacent to the Recycling Center. This facility accepted 68,083 tons from city garbage trucks with a tipping fee of 42.50. This facility sits on 343 acres which also houses a C&D landfill and a class one composting facility.

The services requested in this Request for Proposal (RFP) are outlined in Section II below. The Owner will maintain ownership of the land, buildings, and facility.

II. MINIMUM QUALIFICATIONS AND EXPERIENCE

Contractor shall meet the following qualifications:

- A. Contractor must have successfully completed at least two contracts in the past five years for providing equipment, operations and maintenance and recyclable processing and marketing services for recyclable materials for municipalities of at least 200,000 people or more.
- B. The Contractor's Project Manager and Project Superintendent must have successfully managed and completed at least two contracts in the past five years for providing equipment, operations and maintenance and recyclable processing and marketing services for recyclable materials for municipalities of at least 200,000 people or more and processing a minimum of 100 tons per day.
- C. Operations Manager, Safety Engineer and QA/QC Manager must have worked on at least two contracts in the past five years for providing equipment, operations and maintenance and recyclable processing and marketing services for recyclable materials for municipalities of at least 200,000 people or more processing a minimum of 100 tons per day.
- D. The Contractor must not have any fatalities during the last 5 years on any projects or work performed under the direct supervision of a proposed Project Manager was cited by OSHA for "Willful" in performing the work in which the fatality occurred. The Contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan.
- E. The Contractor should have access to all commodity markets so that the sale of material is optimized (highest value, ethical, and sustainable). Contractors who own their end markets should list each and all their facilities and their functions, as specified in the General Specifications, Proposal Preparation and Submission, Section 7.

III. SCOPE OF SERVICES & REQUIREMENTS

CCG desires to procure a contractor to operate and manage the CCG Recycle Center and to market commodities while also providing public outreach and education assistance. The contractor is required to provide all equipment, labor and services required to receive, process, and market materials that have been collected and delivered by collection staff. The items outlined in this section shall be considered minimum standards applicable to this RFP.

A. Scope of Work

The Contractor is requested to provide labor, equipment, and materials necessary to operate a state-of-the-art single stream processing system that will provide the most efficient process and or best practices for a MRF. It should be noted that the city does not own the sorting equipment and only owns the land, facility, and motorized equipment. The Owner makes no guarantees for the sale of the sorting equipment owned by the current vendor Pratt Industries. Columbus Consolidated Government will maintain ownership of the land, buildings, and facility. The contractor who is awarded will be responsible for maintaining the building, property, and equipment improvements. The existing average tonnages for various materials are included in **Table 1** and are based on current material tonnages collected by CCG curbside. Additional materials collected for recycling processing from the drop off centers are incorporated into the CCG tonnage listed in **Table 1** (FY22, 419.45 Tons). Monthly tonnages for the various materials from third party vendors and processed by the center are included in **Table 1**.

The CCG is anticipating tonnage to increase yearly due to an average annual distribution of three thousand recycling carts. The Contractor will be required to market the material processing services to surrounding municipalities and commercial and industrial business sectors to increase the tonnages through the facility to increase host fees for CCG. The awarded vendor is responsible for processing the increased tonnages

without causing interruption or delay to the CCG material delivery. Material from the CCG is a priority and mandated by this contract. CCG's Public Works Department operates twenty-four hours a day, seven days a week including holidays. The recycling fleet operates from 7am to 6pm Eastern Time, Monday through Friday and will need to be allowed to dump during those periods.

Table 1- CCG Material Processed by the Existing Recycling Facility

FY 2013	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Totals
CCG Tons	165.960	129.770	149.050	205.270	163.350	211.970	128.390	210.860	136.750	250.500	177.290	143.050	2072.210
Pratt Tons	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Tons	165.960	129.770	149.050	205.270	163.350	211.970	128.390	210.860	136.750	250.500	177.290	143.050	2072.210

FY 2014	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Totals
CCG Tons	156.220	202.664	244.220	105.486	333.131	382.870	247.920	304.256	252.826	298.990	282.115	293.954	3104.652
Pratt Tons	0.000	0.000	0.000	0.000	92.350	220.980	157.125	272.590	92.800	151.590	266.330	355.724	1609.489
Total Tons	156.220	202.664	244.220	105.486	425.481	603.850	405.045	576.846	345.626	450.580	548.445	649.678	4714.141

FY 2015	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Totals
CCG Tons	317.580	291.100	343.770	342.176	287.857	396.465	382.410	342.264	410.042	418.330	426.675	441.226	4399.895
Ft. Benning Tons	0.000	0.000	0.000	0.000	0.000	41.770	44.630	48.670	46.650	66.670	59.980	68.720	377.090
Pratt Tons	296.110	317.330	418.950	377.040	282.270	427.210	588.710	595.680	571.620	604.530	516.130	666.010	5661.590
Total Tons	613.690	608.430	762.720	719.216	570.127	865.445	1015.750	986.614	1028.312	1089.530	1002.785	1176.04 6	10438.665

FY 2016	Jul15	Aug15	Sep15	Oct15	Nov15	Dec15	Jan16	Feb16	Mar16	Apr16	May-16	Jun16	Totals
CCG Tons	433.881	463.811	396.59	501.493	429.949	515.979	478.12	443.345	520.6	504.51	555.932	505.09	5749.3
Ft. Benning Tons	63.08	107.68	50.15	44.35	54	47.58	48.75	45.457	52.17	42.81	55.07	42.31	653.407
Pratt Tons	650.12	597.04	716.8	739.21	866.73	785.043	862.97	802.37	894.52	992.59	865.31	997.308	9770.011
Total Tons	1147.081	1168.531	1163.54	1,285.05	1,350.68	1,348.60	1,389.84	1,292.17	1,467.29	1539.91	1,476.31	1544.70 8	16173.718

FY 2017	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	Totals
CCG Tons	448.057	528.47	502.29	425.591	499.27	512.9	635.42	427.08	483.533	457.99	509.077	505.201	5934.879
Tons	45.77	54.69	N/A	N/A	100.46								
Pratt Tons	818.92	916.769	697.11	687.91	596.5	683.95	654.91	576.72	726.738	595.93	853.941	323.28	8132.678
Total Tons	1312.747	1499.929	1,199.40	1,113.50	1,095.77	1,196.85	1,290.33	1,003.80	1,210.27	1,053.92	1,363.02	828.481	14168.017

FY 2018	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	Totals
CCG Tons	466.765	479.659	496.076	484.261	477.412	577.253	548.438	430.496	450.155	453.716	473.502	458.378	5796.111
Pratt Tons	618.15	890.85	684.076	758.11	609.09	836.02	910.39	919.415	430.13	778.78	679.19	757.64	8871.841
Total Tons	1,084.92	1,370.51	1,180.15	1,242.37	1,086.50	1,413.27	1,458.83	1,349.91	880.285	1,232.50	1,152.69	1,216.02	14,667.95

FY 2019	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	Totals
CCG Tons	482.99	446.48	395.33	466.51	473.83	557.24	480.82	391.8	424.98	469.11	457.39	408.08	5454.56
Pratt Tons	637.63	761.337	592.76	389.09	664.19	748.716	715.56	717.04	670.16	675.59	695.28	574.08	7841.433
Total Tons	1,120.62	1,207.82	988.09	855.6	1138.02	1305.956	1196.38	1108.84	1095.14	1144.7	1152.67	982.16	13,295.99

FY 2020	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	Totals
CCG Tons	461.67	447.97	414.71	394.64	397.03	566.75	500.75	388.52	437.8	0	24.01	480	4513
Pratt Tons	678.75	675.3	558.55	551.7	377.28	328.86	475.81	332.08	476.2	401.13	539.38	584	5979
Total Tons	1,140.42	1,123.27	973.26	946.34	774.31	895.61	976.56	720.6	914	401.13	563.39	1064	10,492.00

FY 2021	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	20-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	Totals
CCG Tons	421.05	477.12	468.37	479.10	357.18	419.10	337.03	359.68	396.38	366.78	365.33	398.29	4845.41
Pratt Stream	203.94	196.20	196.96	145.88	139.29	248.76	234.98	196.27	239.37	240.86	211.47	251.65	2505.63
Pratt Transload	262.20	246.50	237.92	201.55	216.97	278.32	167.44	300.88	315.84	266.78	176.9	364.45	3035.75
Pratt Source Separated	85.72	99.52	101.66	122.67	88.40	80.68	87.19	93.26	116.69	77.1	33.06	62.77	1048.72
Total Tons	972.91	984.10	962.20	916.44	866.46	1219.85	850.93	984.63	1170.28	996.85	768.59	1107.21	11,800.45

FY 2022	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	Totals
CCG													
Recycling													
Center Tons	400.51	400.22	382.84	391.45	341.00	352.17	349.76	402.87	436.54	443.91	436.23	437.86	4775.36
Pratt Single													
Stream	223.73	251.64	204.87	180.95	202.01	258.40	197.58	201.06	224.38	234.73	221.73	215.91	2616.99
Pratt													
Transload	263.72	270.76	187.59	218.68	50.75	53.70	354.85	222.95	243.68	181.4	227.11	207.38	2482.57
Pratt													
Source													
Separated	27.12	49.61	65.51	44.06	37.68	38.40	226.43	36.88	41.04	35.89	32.9	35.98	671.50
Total Tons	915.08	982.87	827.77	835.30	692.53	791.57	1247.48	1035.73	1151.28	1108.94	1123.3	1104.09	11,815.94

B. Facility Operations

The Contractor is requested to operate the recycling facility and process all tonnage collected by CCG plus any additional recycling material brought to the facility by third parties. The contract term for operating the facility is five years with the option to renew for five additional 12-month periods, as specified in Section II of the General Specifications. The Contractor will prepare an operations plan detailing all activities for operations of the facility.

The awarded Contractor will be required to receive the material, move the materials to the sorting and processing equipment, process the material, store the material on site, market the material, and provide for transportation to the end user. Residuals that are not considered recyclables shall be disposed of in Pine Grove landfill at \$42.50 a ton. The operator will be required to pay the tipping fee at the landfill and haul the material to the working face in accordance with the landfill requirements. Recyclable materials where a market has not been readily established shall not be landfilled.

The Contractor shall provide enough storage within the building for the tonnages delivered by CCG collection personnel. If the contractor cannot accommodate CCG's material the Contractor will be required to arrange for the hauling of this material to an alternate recycling processing center. In addition, liquidated damages in the amount of two thousand and five hundred dollars (\$2,500) shall be imposed for each day the CCG.

The Contractor will be responsible for all permit fees and maintain all permits required for this facility. The Owner will be the permit holder and the Contractor will be the permit operator. The Contractor will be required to maintain any and all GA Department of Transportation (GDOT) permits required for hauling materials and will be responsible for compliance and payment of any fines levied against the CCG or Contractor for their operations. The processing of materials must be in accordance with the requirements of the end user, and the transportation of the materials must be in accordance with highway safety requirements. There will be no fueling facility located on the site (excluding propane cylinders for forklifts), so the Contractor must fuel any vehicles offsite at a fueling station of choice. A fueling truck will be allowed onsite to fuel onsite vehicles unable to fuel offsite.

The contractor is responsible for maintaining the drop off area out in front of the recycling center. The area consists of one source separated four-yard dumpster for glass and several four-yard single stream containers. Staff currently uses the forklift from the Recycling Center to maintain the area. Contractor will be responsible for the continuation of CCG's source separated glass program which would consist of one bunker on site and arranging pickup with current glass processor. Glass will not be allowed into the single stream process and will only be accepted in a source separated manner.

The Contractor will be responsible to prepare and maintain a health and safety plan and provide training for their employees and subcontractors. The Contractor must document that safety meetings and training are conducted and be in compliance with all OSHA regulations and other safety standards. The Contractor will be responsible for any fines, damages and/or all corrective measures needed for compliance and mitigation. The Owner will provide the Contractor access to parking, restrooms, lockers, office space and break room. The Contractor will be responsible for supplying and furnishing office furniture, tables, chairs, refrigerator, microwave oven and other furnishings needed by the Contractor and his employees. The Contractor shall pay for all utility bills for the facility including startup and/or connection fees.

The Contractor shall provide an Operations Plan in response to the RFP for the average tonnages and increased tonnages, expanding processing lines and equipment sizes as needed to provide efficient services and not to delay CCG deliveries. The plan shall identify the material sources and operations for delivery as well as the end use markets for the materials. The plan shall address scheduled maintenance, include spare parts, provide for cleaning procedures and to eliminate nuisances of noise, odors and vectors. A Contingency Plan shall be included to define alternate procedures for unexpected shutdowns and emergencies.

Material that are required to be accepted through single stream and source separated loads are listed below in **Table 2**.

Table 2 Material Required to be Accepted.
Material
Cardboard
Mixed Paper including office paper, Envelopes, newspaper, books, and magazines
Shredded Office Paper
Steel Cans
Aluminum Cans
Plastics #1-7
Aluminum Foil and Trays
Source Separated Glass

C. Facility Maintenance

The Contractor will be responsible for maintenance of the building, surrounding grounds, and the building systems for an efficient and safe working environment. Public health and welfare and the environment are the most important considerations for this project, so proper maintenance is paramount. The building will have visitors from the public, so the building must have a daily cleaning service to provide for a clean environment for visitors and education tours. The demonstration projects and exhibits must be maintained and protected from damage for proper working order. Damage to the processing equipment, building, building components, exhibits, utilities and site features including paving must be repaired immediately. Maintenance activities must be included in the proposal. The Processing Building and the Sustainability Center Building must be cleaned at a minimum at the end of each day.

The contractor shall have the scales calibrated quarterly and stay within all guidelines set forth by the Georgia Department of Agriculture. The contractor is responsible for performing the calibrations and maintaining the scales so that material is accurately weighed and accessible for city trucks. Calibration tickets should be submitted to the city for verification after the work is completed.

A condition assessment of the building and building systems will be conducted by the CCG prior to the beginning of the contract period. The condition assessment will include photographs and videos as necessary. The Contractor will be provided the condition assessment report and will have ten (10) business days to refute the condition assessment report. The condition assessment will define the condition of the building and building systems at the beginning of the contract period. The CCG will perform annual condition assessments and shall have the right to conduct condition assessments more often.

A final condition assessment of the building and building systems will be conducted by the CCG 90 days prior to the end of the contract period. The Contractor will be provided the condition assessment report and will have ten (10) business days to refute the condition assessment report. The Contractor is responsible for returning the building and building systems to the CCG in the same condition as documented in the initial condition assessment report, except for normal wear and tear.

D. Marketing Services for Recyclable Processing

The contractor will be required to market the processing services to surrounding municipalities and commercial and industrial market sectors to increase the tonnages to the facility to utilize excess processing capacity provided by the Contractor. The material that is accepted from surrounding markets should not interfere with the acceptance and processing of CCG material. The recyclable materials must be in accordance with the same materials identified in Table 1 and Table 2 and the special pickups or drop-offs. If additional or different materials are proposed, then these materials must be approved by the CCG. If new materials are proposed, then contract negotiations between the Contractor and the Owner must be successful in order for the facility to process the new material. As part of the proposal, the Contractor shall prepare and submit a Marketing Plan for recyclable processing as part of the Business Plan required in Section V of this RFP.

E. Marketing Services for Processed Recyclables

The Contractor shall market the recyclable materials to maximize the revenue return to the CCG. The Contractor shall be responsible for the transport of the materials to markets either through direct haul or arrangements with the end user markets. As part of the proposal, the Contractor shall prepare and submit a Marketing Plan for processed recyclables as part of their proposal.

F. Public Education Services

The Contractor shall aid the city to promote recycling and educate citizens on what materials are accepted and not accepted in CCG's program. These services can include, but is not limited to household mailings, emails, social media, and hosting community events at the center and throughout the City of Columbus. The Contractor shall assist CCG in reaching its goal to provide recycling services to 56,500 existing residential customer accounts plus anticipated growth.

The contractor will also be responsible for having yearly events at the Recycling Center to increase participation and to educate the community on how to properly recycle. At a minimum two events will be held and should be coordinated with our Keep America Beautiful affiliate.

All public information and education materials as indicated above shall be approved by the CCG prior to distribution. All materials developed specifically for the recycling and waste reduction program shall become the property of the CCG except for those materials that are copyrighted by the Contractor or Subcontractors.

G. Schedule of Operations

1. Hours of operations: the hours of operations shall be in accordance with the schedule of Pine Grove MSW Landfill. These hours are:

7:00 am to 6:00 pm- Monday thru Friday. While recycling is collected on a normal schedule, disruptions to the schedule do occur due to holidays, bad weather, and staffing issues. Contractor personnel must be available on Saturdays, when communicated by the city and agreed upon by the contractor, during such events listed above.

- 2. Holidays- the following holidays are observed by CCG for recyclable collection:
 - a. Martin Luther King, Jr. Birthday
 - b. Memorial Day
 - c. Juneteenth
 - d. July 4 Independence Day
 - e. Labor Day
 - f. Columbus Day
 - g. Veterans Day
 - h. Thanksgiving Day
 - i. Christmas
 - j. New Year's Day
 - k. One Floating Holiday

H. Reporting Requirements

The contractor will be required to provide detailed monthly reports that include all tonnages accepted into the facility both daily and monthly. Reports should have the truck number, date, ticket number, and net weight of all incoming loads. Reports should have revenue from the sale of each material along with proof of current market pricing for all commodities. Monthly reports should include the total tonnage of all residuals disposed of at Pine Grove Landfill. Quarterly scale calibration certification must be submitted once it is completed.

I. Guided Tours of Recycling Center

The city currently offers regular tours of the facility to facilitate our recycling public education and outreach efforts both the city and contractor will conduct scheduled tours.

J. Scale Operations

The awarded vendor will be responsible for the operations of the scale house on the property. Awarded vendor is responsible for all maintenance and upkeep associated with the scale house. It should be noted that the city owns property adjacent to the Recycle Center that has been identified as a storm debris laydown yard. In the event of a major storm event the city will need to have access to the property through the center and material will need to be monitored by scale personnel. CCG will communicate to the awarded vendor if such an event occurs, and their assistance is needed.

TECHNICAL SPECIFICATIONS

Recycling Facility Operations and Management Services (Annual Contract) RFP No. 23-0021

Option B

I. INTRODUCTION

The Columbus Consolidated Government (CCG), the Owner, currently operates a regional recycling facility located at 8001 Pine Grove Way, Columbus, Georgia, 31907. The facility currently accepts single stream material collected curbside from the residences of Columbus, to include all materials received at various Drop Off Centers stationed through the community. The material that is collected and sorted is mixed paper, cardboard, plastics (#1-#7), aluminum, and steel cans. The center processed 4892 tons that were collected curbside from the citizens of Columbus in Fiscal Year 2022 (July 1, 2021 – June 30, 2022). This material is collected by city trucks from approximately 17,000 residences. Recycling is voluntary and only offered for citizens who pay a garbage fee. According to CCG's workorder system we get and deliver an average of 3,000 recycling cart request a year. The center also accepts single stream and source separated material from surrounding communities. The center processed 2616 tons of single stream material from surrounding communities and 671 tons of source separated material.

The Single Stream Recycling material is collected by CCG employees on the same day as the Household Garbage. Collection crews work Monday, Tuesday, Thursday, and Friday.

The recycling facility was opened in 2012 and is approximately 54,000 square feet with a concrete floor. The office and Sustainability Center component of the building is comprised of approximately 10,000 square feet of heated and cooled space. The Sustainability Center includes a mezzanine for elevated observation of the Process Building interior, educational displays, classroom, one meeting area, four offices and two restrooms. The center hosts field trips and tour groups throughout the year promoting both the benefits of recycling and proper recycling techniques. The facility is a LEED certified building that has solar panels, a green roof area for vegetation and rainwater reclamation. The city currently has a public private partnership with Pratt Industries where we process the material and Pratt takes it to market.

Columbus Consolidated Government Operates Pine Grove Landfill which is the only Subtitle D facility in Columbus. This facility sits directly adjacent to the Recycling Center. This facility accepted 68,083 tons from city garbage trucks with a tipping fee of 42.50. This facility sits on 343 acres which also houses a C&D landfill and a class one composting facility.

The services requested in this Request for Proposal (RFP) are outlined in Section II below. The Owner will maintain ownership of the land, buildings, and facility.

II. SCOPE OF SERVICES & REQUIREMENTS

CCG desires to partner with a Contractor to provide recyclable processing equipment, provide operations and maintenance of the equipment, market the processing capacity of the facility, market processed recyclable materials, and assist CCG with public education services. The items outlined in this section shall be considered minimum standards applicable to this RFP.

A. Recyclable Processing Equipment

The Contractor is requested to provide equipment to be installed in the recycling facility. The equipment will remain the property of the Contractor. The Owner makes no guarantees for purchasing the equipment at the end of the 10-year contract period. The Owner will maintain ownership of the land, buildings and facility improvements. The existing average tonnages for various materials are included in Table 1 and are based on current material tonnages collected by CCG with the curb-sort type truck equipment and processed by the existing recycling facility. Additional materials collected for recycling processing from either curbside collection or from the drop off centers are included in Table 2. Monthly tonnages for the various materials for 2009 through 2011 are included in APPENDIX I.

The Contractor will be required to market the material processing services to surrounding municipalities and commercial and industrial business sectors to increase the tonnages through the facility only for the excess capacity provided by the Contractor. The equipment must be planned and/or modified to be able to accept the increased tonnages without causing interruption or delay to the CCG material delivery. Material from the CCG is a priority and mandated by this contract.

At a minimum, the equipment shall be sized and designed to accommodate and process the tonnage delivered to the facility by CCG. The minimum equipment needed for this contract will be that required to process the CCG recyclable materials defined in Table 1 (below) and the additional material anticipated as the CCG, in partnership with the awarded contractor, to grow our recycling program. No glass will be mixed in with other "single stream" material. Glass collection may be limited to drop off sites only.

Every effort will be made to provide the awarded contractor with facility design plans and specifications to determine structural components, electrical service, plumbing design and other building and site components that may affect the equipment layout or type proposed for the facility.

Table 1- CCG Curb Sorted Material Processed by the Existing Recycling Facility

Material Types		Materia	Material Quantities (Tons)*							
	2019	2020	2021	2022**	Yearly Average	Monthly Average	Daily Average			
Paper***	9607	6579	6071	5830	6909	576	4.7			
Steel Cans	131	127	127	120	126	10	0.9			
Aluminum Cans	146	141	138	138	563	47	0.4			
Clear Glass	n/a	n/a	n/a	36	9	.75	0.006			
Colored Glass	n/a	n/a	n/a	36	9	.75	0.006			
Plastic #1	454	392	439	377	416	35	0.3			
Colored Plastic #2	155	147	135	166	151	13	0.1			
Opaque Plastic #2	89	77	100	66	83	7	0.06			
Plastic #3-7	224	17	13	16	68	6	0.05			
Totals					8334	696	6.52			

*Tonnages are based on weights of recyclable materials leaving the existing facility. Materials are accumulated until there is enough material to send to the end market. Averages are based on the materials processed for the 12 month year.
**2011 represents a partial year through September 2011, but averages are computed on the 12 month year.
***Paper includes all paper products including corrugated containers, mixed office paper, newspaper and coated paper n/a- not available

B. Facility Operations

The Columbus Consolidated Government shall operate the recycling facility for the minimum required tonnages plus any additional recycling material brought to the facility by third parties. The Columbus Consolidated Government shall use existing personnel and additional personnel requested as well as an increased inmate labor force to operate and maintain the facility.

The Columbus Consolidated Government will receive the material, move the materials to the sorting and processing equipment, store the material within the building or under cover. The Contractor shall provide for transportation to the end user. Residuals that are not considered recyclables shall be disposed of in the landfill. The operator will be required to pay the tipping fee at the landfill and haul the material to the working face in accordance with the landfill requirements. Recyclable materials where a market has not been readily established shall not be landfilled.

The Columbus Consolidated Government will be responsible for all permit fees and maintain all permits required for this facility. The Contractor will be required to maintain any and all Georgia Department of Transportation (GDOT) permits required for hauling materials and will be responsible for compliance and payment of any fines levied against the Contractor for their operations. The processing of materials must be in accordance with the requirements of the end user, and the transportation of the materials must be in accordance with highway safety requirements. There will be no fueling facility located on the site. A fueling truck will be allowed onsite to fuel onsite vehicles unable to fuel offsite.

The Contractor shall provide an Operations Plan in response to the RFP for the average tonnages and increased tonnages, expanding processing lines and equipment sizes as needed to provide efficient services and not to delay CCG deliveries. The plan shall identify the material sources and operations for delivery as well as the end use markets for the materials. The plan shall address scheduled maintenance, include spare parts, provide for cleaning procedures and to eliminate nuisances of noise, odors and vectors. A Contingency Plan shall be included to define alternate procedures for unexpected shutdowns and emergencies.

C. Facility Maintenance

The Contractor will be responsible for maintenance of recyclable processing equipment. The Columbus Consolidated Government shall be responsible for maintenance of the building and the building systems. The Contractor shall provide adequate spare parts to reduce the amount of down time that the facility may experience due to excessive part order delays.

D. Marketing Services For Recyclable Processing

The contractor will be required to market the processing services to surrounding municipalities and commercial and industrial market sectors to increase the tonnages to the facility to utilize

excess processing capacity provided by the Contractor. The recyclable materials must be in accordance with the same materials identified in Table 1 and the special pickups or drop-offs. If additional or different materials are proposed, then these materials must be approved by the CCG. If new materials are proposed, then contract negotiations between the Contractor and the Owner must be successful in order for the facility to process the new material. As part of the proposal, the Contractor shall prepare and submit a Marketing Plan for recyclable processing as part of the required Business Plan.

E. Marketing Services for Processed Recyclables

The Contractor shall market the recyclable materials to maximize the revenue return to the CCG. These end users must be identified in the Operations Plan and shall be updated as end users are changed and approved by CCG. The Contractor shall be responsible for the transport of the materials to markets either through direct haul or arrangements with the end user markets. As part of the proposal, the Contractor shall prepare and submit a Marketing Plan for processed recyclables as part of the required Business Plan.

K. Public Education Services

The Contractor shall cooperate with the Columbus Consolidated Government in developing and implementing public education programs to include providing printed material and web-based information. The Contractor shall assist CCG with the web-based informational announcements and provide flyers for 56,000 existing residential customer accounts plus anticipated growth. These flyers shall be prepared at the beginning of the contract and when changes in service are expected. The flyers will be distributed as needed but at least mailed out annually by the Contractor.

All public information and education materials as indicated above shall be approved by the CCG prior to distribution. All materials developed specifically for the recycling and waste reduction program shall become the property of the CCG except for those materials that are copyrighted by the Contractor or Subcontractors.

The Contractor will be required to provide a link to the website they develop to provide information on recycling in the CCG area, the successes of the program, quantities, revenues, drop off information, and pertinent information to the CCG recycling program and facility operations.

IV Minimum Qualifications

Contractor shall meet the following qualifications:

- A. Contractor must have successfully worked in partnership with a municipality within the past 5 years where the municipality and contractor shared in revenue from the sale of recyclables. The contractor shall present the ability to move materials to market within 3 days of the Columbus Consolidated Government contacting them to schedule pick up.
- B. The Contractor's Project Manager and Project Superintendent must have successfully managed and completed at least two contracts in the past five years for providing equipment, operations and maintenance and recyclable processing and marketing services for recyclable materials for municipalities of larger than 100,000 population.

FORM 1

E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (<i>numerical</i> , <i>4-7 digits</i>) **See https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES to access your E-Verify Con	uthorization npany Identification Number.
Name of Contractor	<u> </u>
Recycling Facility Operations and Management Services (Annual Contra Name of Project	act) – RFP No. 23-0021
Columbus Consolidated Government	
Name of Public Employer I hereby declare under penalty of perjury that the foregoing is true and correct	
Executed on	(city), (state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
Subscribed and sworn before me on this the day of	, 20
	NOTARY PUBLIC
	My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

QUESTIONS IN WRITING.

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name:	
Print Name of Authorized Agent:	
Signature of Authorized Agent:	

ADDENDA ACKNOWLEDGEMENT

Recycling Facility Operations and Management Services (Annual Contract) RFP No. 23-0021

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm. It is the vendors' responsibility to periodically visit the page to check for addenda, **both before the due date and prior to submitting a response in DemandStar.**

IF ADDENDA WERE ISSUED:

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms:

Authorized Signature	Print Name	
Business Name	Date	
(date)	any addenda listed ic	or this solicitation.
F NO ADDENDA WERE ISSUED: By signing below, I acknowledge that I reviewed and did not see	the Bid Opportunities any addenda listed for	
E NO ADDENDA WEDE ISSUED.		
Addendum No dated	Addendum No	dated
Addendum No dated	Addendum No	_dated
Addendum No dated	Addendum No	_ dated
Addendum No. dated	Addondum No	datad
Addendum No dated	Addendum No.	_dated
Addendum No dated	Addendum No	_dated

FORM 4

FEDERAL COMPLIANCE

In the event a procurement under this contract is federally funded, the Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. The Contractor will be notified if the procurement is federally funded.

With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Contractor agrees to be wholly compliant with the provisions of **2 CFR 200**, **Appendix II**. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment.

Contractor shall comply and shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to:

- (a) **Title VII of the Civil Rights Act of 1964 (P.L. 88-352)** which prohibits discrimination on the basis of race, color or national origin;
- (b) **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.),
- (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990;
- (e) the **Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.)** and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) the **Drug Abuse Office and Treatment Act of 1972** (**P.L. 92-255**), as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) **Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.)**, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
- (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement;
- (l) Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15;
- (m) applicable provisions of the **Davis-Bacon Act** (40 U.S.C. 276a 276a-7), the **Copeland Act** (40 U.S.C. 276c), and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a;
- (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (P.L. 94-163).**

To demonstrate acknowledgement and understanding of the above listed Federal Requirements, vendor is required to sign below and return with bid response:

Vendor Name:	
Signature of Authorized Agent:	
Print Name and Title of above Agent:	

COST AND REVENUE FORM

Recycling Facility Operations and Management Services (Annual Contract) RFP No. 23-0021

The line item costs or revenue and the tasks or activities that are included in each item are defined on page 19, Section 13 (Cost Proposal) of this RFP. Any item identified in the scope and not listed in Section 103 shall be included in the appropriate line item. Include a comprehensive description of the tasks included in each line item.

Α.	Cost	Pro	posal
	CODE		ODELL

Task Description	Costs Per Month
Equipment Costs	\$
Processing Costs	\$
Total	\$

B. Alternates Cost Proposal

Task Description	Units	Unit Costs
Electronics & Batteries		\$
Household Hazardous Waste (HHW)		\$
Fluorescent Light Bulbs		\$
Total		\$

\boldsymbol{C}	Darramana	Duanagal
U.	Revenue	Proposal

Ta	sk Description
Recyclable Materials Revenue	
Total	

D. Alternates Revenue Proposal

Task Description	Units	Unit Costs
Electronics & Batteries		\$
		\$
		\$
		\$
	Total	\$

Vendor Name:			
Print Name of Autho	rized Agent:		
Signature of Authori	zed Agent.	Date	

FORM 6

CONTRACT SIGNATURE PAGE

Recycling Facility Operations and Management Services (Annual Contract) RFP No. 23-0021

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

Company Name	Signature of Authorized Representative Date
Company Name	Date of Authorized Representative Date
Title of Authorized Representative	Print Name of Authorized Signatory
The of Authorized Representative	Tillit Name of Authorized Signatory
	(Corporate seal, if applicable)
Company Street Address	Company Payment Address
Contact:	Contact:
Email:	Email:
Telephone:	Telephone:
CONSOLIDATED (Accepted this day of	GOVERNMENT OF COLUMBUS, GEORGIA20 APPROVED AS TO LEGAL FORM:
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	
Sandra T. Davis, Clerk of Council	

INSURANCE CHECKLIST

Recycling Facility Operations and Management Services (Annual Contract) RFP No. 23-0021

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

	Required Coverage(s)	Limits	Bidders
		(Figures denote minimums)	Limits/Response
X	1. Worker's Compensation and	STATUTORY	
	Employer's Liability	REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability	\$1 Million CSL BI/PD each	
	Premises/Operations	occurrence, \$1 Million annual	
		aggregate	
X	3. Independent Contractors and	\$1 Million CSL BI/PD each	
	Sub - Contractors	occurrence, \$1 Million annual	
		aggregate	
X	4. Products Liability	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
X	5. Completed Operations	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
	6. Contractual Liability (Must be	\$ 1 Million CSL BI/PD each	
	shown on Certificate)	occurrence, \$1 Million annual	
	A	aggregate	
X 7	Automobile Liability	01 Mill: DI/DD 1 A 11	
X	7. *Owned/Hired/Non-Owned	\$1 Million BI/PD each Accident,	
	Vehicles/ Employer non ownership	Uninsured Motorist	
X 7	Others	01.26:11:	
X	8. Miscellaneous Errors and	\$1 Million per occurrence/claim	
T 7	Omissions	φ1 M'11' D 1'1 I '	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury,	
		Property Damage and Personal	
	10. Democrat and Adventising Injury	Injury	
	10. Personal and Advertising Injury	\$1 Million each offense, \$1	
	Liability 11 Professional Liability	Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim \$1 Million per occurrence/claim	
	12. Architects and Engineers	\$2 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$1 Million per occurrence/claim	
	14. Medical Malpractice	`	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		

	Required Coverage(s)	Limits	Bidders
		(Figures denote minimums)	Limits/Response
	17. Builder's Risk	Provide Coverage in the full	
		amount of contract	
	18. XCU (Explosive, Collapse,		
	Underground) Coverage		
	19. USL&H (Long Shore Harbor		
	Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment	\$2 Million per occurrence/claim	
	Liability		
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage		
	shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Solicitation Number (<i>RFP No.</i>		
	23-0021) and Solicitation Title (Recycling Facility Operations and		
	Management Services (Annual Contract) in box: Description of		
	Operations		
	26. Pollution:	\$2 Million per occurrence/claim	

^{*}If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

VENDOR'S STATEMENT:

If awarded the contract, I will comply with contract, I will contract with contract with contract with the contract will be a second with the contract will be a second with contract with the contract will be a second with the second will be a second with the contract will be a second with the second will be a secon	ontract insurance requirements and provide the required of	ertificate(s).
Company Name	Signature of Authorized Agent	Date
Title of Authorized Agent	Print Name of Authorized Agent	

DEMANDSTAR SUBMISSION INFORMATION

Responses must be submitted via DemandStar. See the following pages for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at https://www.columbusga.gov/finance-2/bid-opportunities.

Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at https://www.columbusga.gov/finance-2/Bid-Tabulations,

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals and will immediately discard any submittal left in the reception area of the Finance Department.

The Purchasing Division sincerely appreciates your cooperation.

ELECTRONIC SUBMITTAL CHECKLIST

Recycling Facility Operations and Management Services (Annual Contract)
RFP No. 23-0021

Submit your electronic response as instructed below:

- 1. Vendors shall submit <u>only</u> the required documents listed using the "Bidder Response ALL Documents" function.
- 2. Zip files with multiple files are not acceptable; vendors shall submit one PDF file of their submittal.
- 3. Due to file size limitations, please do not resend the City's full specifications as this information is already on file.
- 4. In the event DemandStar requires a dollar value for your submittal, enter "0".

	1.	Transmittal Letter
	2.	E-Verify Affidavit (Form 1)
	3.	Communication Concerning this Solicitation (Form 2)
	4.	Addenda Acknowledgement (Form 3)
	5.	Federal Compliance (Form 4)
	6.	Exceptions to RFP
	7.	Qualifications and Experience
	8.	Understanding and Approach
	9.	Client Work History
	10.	Financial Status
	11.	Performance and Payment Bond
	12.	Business Plan
	13.	Cost Proposal
	14.	Contract Signature Page (Form 6)
	15.	Insurance Checklist (Form 7) or Sample Certificate of Liability Insurance
	16.	Page 1 of Form W-9 (https://www.irs.gov/pub/irs-pdf/fw9.pdf)
\Box	17	Rusiness License/Occupation License

NOTE: After award of the contract by Columbus Council, awarded vendor will be notified to provide one identical hard copy of submitted proposal with original signatures. The awarded vendor will receive a digital copy of the executed contract.

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- · Instant access to bids, quotes and RFPs
- Automatic notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to quickly view the contractual terms and scope of work
- All the forms and documents you need in one place
- Access to more government bids in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

https://www.demandstar.com/registration

Create an Account with DemandStar	
You are one step away from picking your free government agency	
Email Address	
Your email address here	
Company Name	
Your company name here	



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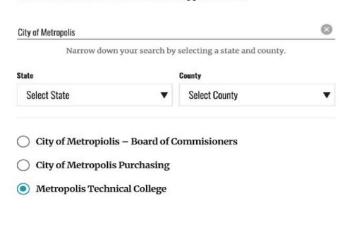
Next

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



Receive full access to the government agency of your choice and receive advance notifications of new opportunities.



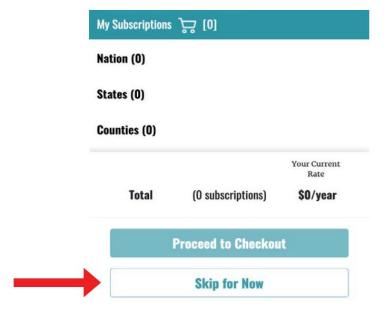
3 CHECK OUT

Check out with your **FREE AGENCY**Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen Metropolis Technical College as your free agency.

Add additional government agencies below for \$25 per County,

Statewide and National subscriptions available.



SIGN UP

Visit www.demandstar.com



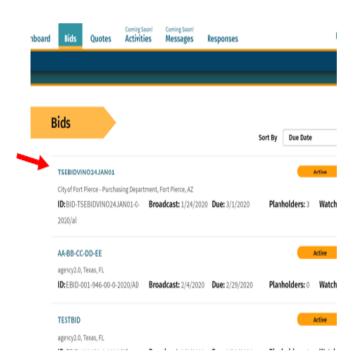
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Responding to an Electronic Bid

5 Step Instructions

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

• Click on the solicitation name



Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

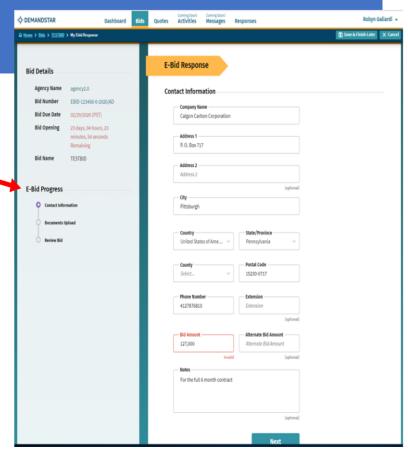
 When you are ready to submit your bid, click on "Submit E-Bid Proposal"



Enter information requested pageby-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

Enter "0" as your bid (proposal) amount.

(As cost proposals remain confidential until after contract award (if any), Columbus Consolidated Government will not consider proposed costs, fees, revenues, etc., that are entered directly into DemandStar.)



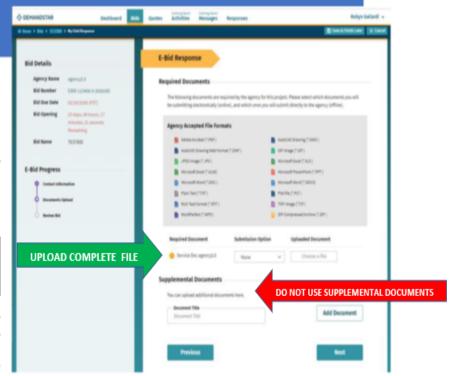
After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing <u>only</u> the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is recommended that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm.



Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

